



2026:DHC:8626



\$~43 & 44

* IN THE HIGH COURT OF DELHI AT NEW DELHI

%

Date of decision: 30th September 2026

CNR No. DLHC010473362026

+ C.R.P. 299/2026 & CM APPL. 68148-68149/2026

BALJEET KAUR

.....Petitioner

Through: Ms. Priya Kumar, Sr. Advocate with
Mr. Shreyansh Singhvi, Ms. Archita
Yadav, Ms. Ekaa Sharma,
Advocates.

versus

AJIT PAL SINGH BINDRA

.....Respondent

Through: Mr. Abhishek Singh, Mr. J. Amal
Anand, Mr. Elvin Joshy, Mr. K. V.
Vibu Prasad, Mr. Joel David, Mr.
Vedant Upadhyay, Advocates.

(44)

CNR No. DLHC010473382026

+ C.R.P. 300/2026 & CM APPL. 68153-68154/2026

BHUPINDER SINGH

.....Petitioner

Through: Mr. Shreyansh Singhvi, Ms. Archita
Yadav, Advocates.

versus

AJIT PAL SINGH BINDRA & ANR.

.....Respondents

Through: Mr. Abhishek Singh, Mr. J. Amal
Anand, Mr. Elvin Joshy, Mr. K. V.
Vibu Prasad, Mr. Joel David, Mr.
Vedant Upadhyay, Advocates.



2026:DHC:8626



CORAM:
HON'BLE MR. JUSTICE ANISH DAYAL

JUDGMENT

ANISH DAYAL, J (ORAL)

1. These petitions have been filed for setting aside orders dated 13th August 2026 passed by the District Judge, West District, Tis Hazari Courts, Delhi in *Civil DJ No. 782/2022* titled as, “*Ajit Pal Singh Bindra v. Baljeet Kaur*” which is the subject matter of *C.R.P. 299/2026* and in *Civil DJ No.512/2022* titled as, “*Ajit Pal Singh Bindra v. Bhupinder Singh & Anr.*” which is the subject matter of *C.R.P. 300/2026*. Both the impugned orders have been passed by the same Court in respect of similar set of facts and circumstances.

2. Plaintiff (*Ajit Pal Singh Bindra*) entered into an Agreement to Sell (*‘ATS’*) dated 22nd October 2011 for the purchase of undivided share of each of the petitioners/defendants herein, in freehold property admeasuring *216 square yards bearing No.D-24, Bhagwan Dass Nagar Colony, New Delhi-110026* (hereinafter, *‘subject property’*). The property was originally owned by *Sh. Rakha Singh*, father of *Sh. Bhupinder Singh* and father-in-law of *Smt. Baljeet Kaur*, which was acquired by him by virtue of Conveyance Deed dated 23rd January 1965. *Sh. Rakha Singh* constructed a residential building comprising of ground floor, first floor and *barsati* on the subject property. He passed away on 05th January 1991 leaving behind his wife, four sons and five daughters. His wife and three sons eventually passed away.

3. *Baljeet Kaur*, along with her children on one hand, and *Bhupinder Singh* on the other, had agreed to transfer the undivided shares, being, 1/9th



2026:DHC:8626



and 1/3rd respectively. As a result, respondent/plaintiff entered into agreements to sell, with *Baljeet Kaur* and *Bhupinder Singh*, as well as, the other co-owners for the purposes of acquiring the subject property completely. The agreements to sell mentioned details of these shares and provided that, after the payment of earnest money, balance amount would be paid at the time of execution and registration of the sale deed along with handing over vacant and peaceful possession of the subject property, within two weeks after purchasing the share of all co-owners. This has been noted in *Clause 3* of the ATS with *Baljeet Kaur*.

4. After the death of various family members, as per the plaint in *Civil DJ No. 782/2022*, the legal heirs inherited various shares in the property and the respective shares were realigned, which are tabulated as under:

Serial No.	Name	Relation	% of Shares
1	Bhupender Singh	Son	1/9 th
2	Gurcharan Singh	Son	1/9 th
3	Mrs. Sukhvender Kaur	Daughter	1/9 th
4	Mrs. Palvinder Kaur	Daughter	1/9 th
5	Mrs. Rajender Kaur	Daughter	1/9 th
6	Mrs. Parmjeet Kaur	Daughter	1/9 th
7	Mrs. Surender Kaur	Daughter	1/9 th
8	Legal Heirs of Sh. Ranjeet Singh: (a) Smt. Sukhjinder Kaur w/o Late Sh. Ranjeet Singh (b) Sh. Inderdeep Singh s/o Late Sh. Ranjeet Singh (c) Sh. Sukhdeep Singh s/o Late Sh. Ranjeet Singh (d) Smt. Rajdeep Kaur d/o Late Sh. Ranjeet Singh	Son	1/9 th
9	Legal Heirs of Sh. Harjeet Singh: (a) Smt. Baljeet Kaur d/o Late Sh. Harjeet Singh (b) Smt. Gurdeep Kaur d/o Late Sh. Harjeet Singh (c) Smt. Hardeep Kaur d/o Late Sh. Harjeet Singh (d) Smt. Navdeep Kaur d/o Late Sh. Harjeet Singh (e) Sh. Sahildeep Singh s/o Late Sh. Harjeet Singh	Son	1/9 th



2026:DHC:8626



5. As regards the transaction with *Baljeet Kaur*, the total sale consideration was Rs.22,22,222/- and respondent/plaintiff made part payment of Rs.2,00,000/- on 22nd October 2021 and thereafter, over a period of time, made further payments totalling up to Rs.21,75,000/-, by way of different cheques. Thereafter, another additional amount of Rs.4,50,000/- was also paid till about 18th January 2022.

6. This was made on the basis of an assurance that petitioner/defendant (*Baljeet Kaur*) shall honour their part of the obligation and execute a valid registered sale deed. However, for some reason or the other, petitioner/defendant was seen to be wriggling out of the ATS and attempted to sell her share of the subject property to tenants/occupants without disclosing the execution of the respondent/plaintiff's agreement to sell. Therefore, the suit for specific performance seeking execution of the prior ATS, and for permanent injunction from alienating the undivided share of petitioner/defendant, was filed.

7. As regards the transaction with *Bhupinder Singh* for a consideration of Rs.25,00,000/- for his undivided share, an amount of Rs.2,00,000/- was paid at the time of signing of the ATS and out of the remaining sale, further amounts were given from time to time. Finally, a total amount of Rs.33,00,000/- had been paid, out of which an amount of Rs.26,37,360/- had been deposited to the account of petitioner/defendant and a sum of Rs.6,62,640/- had been deducted against tax deducted at source ('TDS').

8. Defendant no. 2 in the suit, who was the power of attorney ('POA') of *Bhupinder Singh* (who was a resident of Canada) had in fact gone with respondent/plaintiff to register the sale deed, where, respondent/plaintiff had paid the stamp duty of Rs.3,96,000/-, as well as, registry fee of



2026:DHC:8626



Rs.66,000/-. After the signed and executed sale deed was submitted to the Sub-Registrar, respondent/plaintiff was subsequently informed that petitioner/defendant no.1 through another attorney *S. Kuljeet Singh* had already submitted a sale deed for registration with regard to his shares in the subject property and executed them in favour of *Smt. Sarabjeet Kaur*. Therefore, the registration of respondent/plaintiff's sale deed was put on hold.

9. As a result, thereof, the present suit has been filed seeking specific performance for execution of the sale deed and an injunction for alienation of the undivided share of petitioner/defendant no.1 (*Bhupinder Singh*).

10. Respondent/plaintiff, in both these suits, has categorically averred that he had entered into ATS with other co-owners of undivided shares in the property and since there was failure to execute sale deeds in favour of respondent/plaintiff, suits for specific performance had been filed, which are as under:

- i. Civil Suit bearing *Civ DJ 611469/2016* titled as "*Ajit Pal Bindra v. Gurcharan Singh & Anr.*" pending before ADJ-05 (West).
- ii. Civil Suit bearing *Civ DJ 612593/2016* titled as "*Ajit Pal Bindra v. Surinder Kaur*" pending before ADJ-04 (West).
- iii. Civil Suit bearing *Civ DJ 512/2022* titled as "*Ajit Pal Singh Bindra v. Bhupinder Singh & Anr.*" pending before ADJ-04 (West).

11. It has also been stated that the Trial Court had passed *ad interim* orders in favour of respondent/plaintiff in the following matters:



2026:DHC:8626



- i. Order dated 19th March 2016 passed by ADJ-05 (West) in Civil Suit bearing, *Civ DJ 611469/2016* titled as “*Ajit Pal Bindra v. Gurcharan Singh & Anr.*”.
- ii. Order dated 2nd March 2016 passed by ADJ-04 (West) in Civil Suit bearing, *Civ DJ 612593/2016* titled as “*Ajit Pal Bindra v. Surinder Kaur*”.
- iii. Order dated 2nd June 2022 passed by ADJ-04 (West) in Civil Suit bearing, *Civ DJ 512/2022* titled as “*Ajit Pal Singh Bindra v. Bhupinder Singh & Anr.*”.

12. Applications under Order VII Rule 11 of Code of Civil Procedure, 1908 (‘*CPC*’) were filed by petitioners/defendants, contending: *firstly*, that the ATS is an unregistered document and cannot be specifically performed; and *secondly*, that it is barred by law under *Section 14(b)* of Specific Relief Act, 1963 (‘*SRA*’). Surprisingly, the application under Order VII Rule 11 of CPC is particularly sparse in its content, though the submissions made by *Ms. Priya Kumar*, Senior Counsel for *Baljeet Kaur*, were very extensive.

13. *Ms. Priya Kumar*, Senior Counsel appearing on behalf of *Baljeet Kaur*, contended that: *firstly*, cause of action did not arise since the suit had been filed prematurely and respondent/plaintiff had not been able to acquire the shares of co-owners, therefore, the suit as per *Clause 3* of the ATS of *Baljeet Kaur* was premature; *secondly*, it was argued that since the ATS was unregistered, specific performance could not be sought; *thirdly*, no consequential relief of possession had been sought and no declaration had been sought either in that regard.



2026:DHC:8626



14. *Mr. Shreyansh Singhvi*, counsel for *Bhupinder Singh*, additionally pressed that the suit was barred under *Section 14(b)* of SRA, since it required performance of a continuous duty and since vacant and peaceful possession of the premises would depend on the acquisition of the share of co-owners.

15. Scope of a Revision Petition under Section 115 of CPC is quite circumscribed and limited. The Court has to see if there is a material irregularity in the manner in which the jurisdiction has been exercised by the Trial Court and it does not involve imposing an alternative view in the matter. Court having assessed the impugned order notes that all these arguments have been carefully considered and there is no reason to displace the reasoning of impugned order on any of these aspects, which have been raised by counsels for petitioners/defendants, since there is no material irregularity.

16. As regards the scope of Revisional Court, reliance may be placed upon the decision of Supreme Court in *Ambadas Khanduji Shinde v. Ashok Sadashiv Mamurkar*, (2017) 14 SCC 132, where the Supreme Court held that revisional jurisdiction of the High Court is restricted to cases of illegal or irregular exercise of jurisdiction by the subordinate courts. Under Section 115 of the Code of Civil Procedure, 1908 (*‘CPC’*), it would not be open to the High Court to correct errors of facts or law, unless they go to root of the issue of jurisdiction.

17. Reliance may also be placed upon the decision of this Court in *Rajeev v. Hariom Kumar*, 2023 SCC OnLine Del 5027, where it was held that scope of revision includes issues related to jurisdiction alone and not errors of fact or law. It cannot interfere with trial court decisions simply



2026:DHC:8626



because they may be erroneous, and the High Court under Section 115 of CPC cannot assess the merits of the case, at this stage.

18. In any event, in dealing with the issues specifically raised, the Court first notes that, this is a transaction where the respondent/plaintiff sought to acquire undivided shares of each of the co-owners in order to acquire the complete subject property. Having paid almost the entire consideration in respect of these two agreements to sell and still not having a sale deed executed, led to the filing of the suit for specific performance, which in itself is a legitimate cause of action. The plea that the suit is conditional on whether respondent/plaintiff is successful in securing the shares of other co-owners or not, may be not relevant for pursuing his rights with respect to a particular seller/co-owner.

19. The argument put forth by *Ms. Priya Kumar*, Senior Counsel for *Baljeet Kaur*, that there was a conditionality in *Clause 3* of the ATS that the execution of sale deed and grant of possession would be done within two weeks after purchasing the share of all the co-owners is an unreasonable and irrational reading of *Clause 3*.

20. The argument put forth by counsel for respondents, in this regard, is correct, in that, *Clause 3* states that balance amount has to be paid after purchasing the share of all co-owners, which is followed by the execution of sale deed and possession.

21. Counsel for respondents relied upon the decision of Supreme Court in *Manickam alias Thandapani & Anr. v. Vasantha* 2022 SCC OnLine SC 2096, where the Supreme Court has stated that relief of possession is ancillary to the decree of specific performance and need not be specifically



2026:DHC:8626



claimed. This was stated in reference to Section 22 of SRA and the relief of possession is further saved by the proviso to Section 22(2) of SRA. Supreme Court had stated that Section 22 of SRA was meant to avoid the multiplicity of proceedings and the proviso to Section 22(2) takes out the mandatory nature.

22. In this case, respondent/plaintiff has already averred that complete consideration has been paid and, therefore, in any case, even if this conditionality is to be considered, it would not be relevant in the facts and circumstances. Moreover, the Court is constrained to note that after having accepted consideration, as per the respondent/plaintiff, the natural consequence would be the execution of sale deed.

23. In fact, in *Bhupinder Singh's* case, the sale deed had indeed been executed before the Sub-Registrar, but was put on hold since there was an objection raised on account of a separate sale deed which had been moved for registration and ordered in a court case.

24. There is no way that respondent/plaintiff can be expected to move all the transactions with various members of the family in a coordinated and synchronized manner, failing which, he ought to be non-suited (as per the petitioners) for seeking execution of sale deeds with respect to each of these agreements to sell. Plea of the petitioners/defendants in this regard is, therefore, unmerited.

25. On the *second* issue of an unregistered agreement to sell being sought to be the basis for seeking specific performance, the Trial Court has rightly adverted to the decision of Supreme Court in *Ameer Minhaj v. Dierdre Elizabeth (Wright) Issar* (2018) 7 SCC 639 and *R. Hemalatha v.*



2026:DHC:8626



Kashthuri 2023 INSC 381, where Supreme Court categorically placed reliance upon the proviso to Section 49 of Registration Act, 1908, which states that an unregistered document with respect to immovable property can still be admitted as evidence of a contract in a suit for specific performance. Therefore, any argument, in this regard, is untenable, as the law applicable and provisions of the Registration Act, 1908, are very clear.

26. *Thirdly*, whether the suit would be barred since no consequential relief has been sought under Section 34 of SRA, it has to be noted that the suit is for specific performance and no declaration has been sought with respect to the suit property and, therefore, the proviso to Section 34 of SRA, which demands further relief beyond the declaration of title for a suit to succeed, is not applicable in the facts of this case.

27. *Fourthly*, the argument that the suit will be barred by Section 14(b) of SRA, reliance placed on the decision of House of Lords in **Co-operative Insurance Society Limited v. Argyll Stores** [1997] 3 All ER 297 and **Prem Kumar Bansal v. Ambrish Garg** 2016 SCC OnLine Del 2549 by the counsel for petitioner/defendant would not apply, since the issue in **Prem Lata Bansal** (*supra*) was an ATS which was conditional upon demolition of the property and reconstruction and then separate shares were to go to plaintiff and the defendant. Defendant having not complied, the suit for specific performance was filed. The said judgment had been passed in a Regular First Appeal (*RFA*), in a decided suit, where evidence was taken into account and the Court held that the aspect for reconstruction would require continuous enforcement and, therefore, would require oversight on a series of court orders rendering it incapable of enforcement.



2026:DHC:8626



28. However, in the matter at hand, respondent/plaintiff is simply seeking execution of a sale deed in respect of an undivided share, to be sold to them which is already determined and does not require any further condition to be satisfied or any continuous duty to be supervised.

29. In light of above, the pleas of petitioners/defendants are completely unmerited and, therefore, the petitions are dismissed.

30. Pending applications are rendered infructuous.

31. Judgment be uploaded on the website of this Court.

(ANISH DAYAL)
JUDGE

SEPTEMBER 30, 2026/ak/sp